



Student Family Housing Contract

THIS AGREEMENT, made this _____ by and between MONTANA STATE UNIVERSITY-NORTHERN of Havre, Montana, hereinafter called the AGENT, and _____, student of Montana State University - Northern hereinafter called the TENANT. The apartment is No. ____ in Unit _____ located on the Montana State University - Northern campus.

The Residence Life Office, designee represents the AGENT.

The Application for Student Family Housing attached to this contract is considered a material part of this contract. Any misinformation or misrepresentations will be considered grounds for termination.

Terms of Agreement

- I. This agreement term begins _____. Rent shall be paid monthly in advance on or before the first day of each calendar month in the amount of _____. The amount of _____, which represents the first month's rent payment and the amount of _____, which represents the last month's rent payment (security deposit), shall be paid on _____. Rent payments for use and occupancy of the premises shall be made at the Business Office of the University. The first month's rent, the reservation/damage deposit and the last month's rent (security deposit) must be paid before the tenant is allowed to move into the assigned apartment.
- II. At the expiration of this agreement, the reservation/deposit and the security deposit shall be returned to the tenant, after deducting therefrom charges lawfully due to the AGENT under the terms of this Agreement and for any damage to Owner's property.
- III. The TENANT shall give the AGENT thirty (30) days prior notice in **writing** of the termination of this agreement. Failure to give this thirty (30) day notice may result in the loss of all or part of the last month's rent payment (security deposit.)
- IV. **The TENANT may not be financially indebted to the University at the time this contract is authorized. If there is a balance outstanding, it must be paid or other arrangements made with Business Services of Montana State University – Northern. No student with an outstanding balance may move into University housing without written approval of the Dean of Students or their designee or the Director of Business Services.** A TENANT whose payment has not been received by the scheduled and agreed times will be notified in writing of the outstanding amount due and will be granted 14 days to make payment or payment arrangements. A TENANT who fails to pay or make arrangements to pay – agreeable to the Dean of Students or Director of Business Services – will be declared “trespassing”. After 14 days, such TENANT will be notified that he/she must vacate within 48 hours. If the TENANT has not vacated at this time, the contents of the apartment will be confiscated and the lock will be changed. Any charges incurred such as moving, storage or lock changes will be charged to the TENANT. TENANTS must be in “good financial standing” (made payments on time) in order to continue to live in Student Family Housing for the next semester.
- V. The TENANT agrees to pay any and all collection costs that the university may incur in the collection of the amounts owed to the university.
- VI. The AGENT shall pay for all utilities. Proper use of the utilities will be expected of the TENANT.
- VII. The TENANT agrees not to assign, subject or share said premises.
- VIII. The TENANT agrees that they will not keep dogs, cats, or other pets, or firearms. If pets are found on the premises, violators will be assessed a \$100.00 charge for the first offense, and will be charged \$200.00 for a second offense and may be evicted. Please report any violations to the Student Union Building Information Desk. **EXEMPTION: SERVICE ANIMAL BASED ON DOCUMENTED DISABILITY.** If you have a service animal and want to have it live with you in Student Family Housing, you must make application for that privilege with the Dean of Students.

- IX. The TENANT agrees not to smoke in the unit.
- X. The TENANT agrees not to install and/or purchase Satellite TV or Dish Network TV. The TENANT agrees to not install any device on the exterior of the apartments, including in the yard spaces.
- XI. The TENANT, further agrees to keep the apartment in a clean and sanitary condition; not to make any alterations; not to display any signs whatsoever; to use extreme care when hanging pictures or any objects on the wall; to notify the Manager of any needed repairs; and to assist in keeping the walks, driveways, parking areas and grounds around the building clean and free from all refuse and litter. After giving the TENANT a written notice, the AGENT may enter the premises to examine same, to make repairs, or to show the premises for re-renting. When the TENANT reports any needed maintenance or repairs, the TENANT is thereby giving the AGENT, or their representative, permission to enter the apartment.
- A. When vacating the apartment, it shall be left clean, all rubbish and personal property shall be removed, kitchen appliances and bath fixtures washed, floors scrubbed and mopped. A 24-hour notice shall be given to the Apartment Manager so that the condition of the apartment can be checked. The apartment condition report must be signed by a representative of the AGENT before a refund will be made from the Business Office.
- B. The TENANT shall be responsible for any damage to the physical structure (doors, windows, screens, walls, floors, smoke detectors, etc.). Any appliances or furniture supplied by the AGENT for the use of the TENANT shall be turned over to the AGENT in good condition. The TENANT agrees to keep said appliances or furniture in good repair and condition at all times. The TENANT is responsible for any damage to the unit, university furniture and equipment caused by TENANT, his or her family members, guests or other residents--ordinary wear and tear excepted. The TENANT agrees to pay such damages to the AGENT upon demand. All repairs will be made by the AGENT. The AGENT shall be the sole judge of ordinary wear and tear.
- C. The expense of cleaning plumbing drain lines plugged due to foreign objects dropped or flushed into drain lines to clear lines will be paid for by the TENANT. The TENANT is NOT to use products similar to "DRANO".
- D. The AGENT will perform all painting required on the buildings. Painting by the TENANT is not permitted.
- E. The TENANT shall be responsible for any and all damage to fire extinguishers and smoke detectors within the unit. These items will be checked periodically by the Apartment Manager.
- XII. Regarding the use of common areas the following conditions shall prevail.
- A. GROUND: The TENANT shall keep the area in front of this apartment in a neat and orderly condition. Tenants of second floor apartments, and those facing the inter-court areas, shall be responsible for the court areas and the upper exterior walkways.
- B. During winter months TENANTS shall keep walks in front of their apartments free of snow. Second floor TENANTS and those facing the courts shall jointly be responsible for the second floor exterior walkways, steps, leading to these walkways and the court areas.
- C. VEHICLES: The TENANT and their guests must follow the most recent Montana State University - Northern Vehicle Regulations. Vehicles must be parked in the parking lot. At times the AGENT may feel the need to assign parking spaces. If this occurs, TENANTS and their guests must follow these assignments. Vehicles found violating the regulations and/or assignments will be ticketed and/or removed at the owner's expense. Parking is limited to a maximum of two (2) vehicles per apartment if there is more than one adult tenant. If there is only one adult tenant, only one vehicle is permitted. MSUN Student Family Housing reserves the right to tow abandoned vehicles at the owner's expense. Long flatbeds, trailers, campers, and other oversized vehicles, etc. are not permitted to park in Student Family Housing at any time.
- D. There are limited facilities for plug-ins for vehicle heaters. Running cords from buildings to vehicles is strictly prohibited. If this should cause an undue hardship, prospective tenants should anticipate this inconvenience and find other living quarters.
- E. LAUNDRY AREA: This facility in each building is for the use of the TENANTS. Proper use of the laundry equipment is expected. After each use it will be expected that the TENANT will wipe down the equipment used, clean the lint catcher and clean up spilled soap, water, etc. from the floor. Cooperation by all TENANTS using the laundry facilities will be required.

Northern asks that tenants do their laundry before 10:00 p.m. in order to reduce noise in late hours.

F. STORAGE ROOMS, in each unit, are available for TENANTS living in that building. Space is limited, so only a small amount of items belonging to each TENANT shall be stored. Items stored are to be in boxes, properly tied and with the TENANTS name and apartment number on the box. Items that cannot be boxed shall have a tag affixed to them with the TENANT's name and apartment number on them. No flammable or self-propelled equipment shall be stored in this area. All items are stored at the risk of the TENANT as these areas are not always secured. The AGENT is not responsible for the loss of or damage to any stored items.

XIII. The TENANT agrees that all personal property of the TENANT placed in said premises shall be the sole risk of the said TENANT and that the AGENT shall not be liable for injuries or damages from any cause whatsoever. **It is the responsibility of the TENANT to secure and utilize renters insurance.**

XIV. The TENANT agrees to subdue the noise level in the rented area from 9:00 p.m. until 8:00 a.m. in consideration of other TENANTS living in the Family Housing complex.

XV. In the event that the TENANT fails to comply with any of the provisions of this agreement, it shall automatically be terminated and the AGENT shall have the right immediately to re-enter the premises and remove all persons there from. Any notice required by law or otherwise will be sufficient if delivered by the AGENT personally or sent by mail to the premises or affixed to the door of the premises.

XVI. The AGENT has the right to increase rent on an annual basis as needed. Tenants will be notified at least two (2) months in advance.

XVII. Special conditions or permissions: Normal rent rate has been reduced and will remain at the reduced rate until tile floor has been upgraded to be consistent with other floor coverings in the complex. Once the upgrades are completed, the rent for this unit will be adjusted to the then published rate for the apartment.

XIV. The following keys are furnished the TENANT by the AGENT and must be returned:

Exterior Door _____ Mailbox _____

XV. **Vehicle Information**

Make/Model: _____ Year: _____ Color: _____ License Plate #: _____ State: _____

The said parties to this agreement, for themselves, their successors and assigns, do hereby agree to the covenants herein contained. IN WITNESS THEREOF, the said parties have hereunto set their hands and seals the day and year first written above.

AGENT
(Montana State University - Northern)

TENANT(S)