



Kansas State University Housing and Dining Services Jardine Apartments Agreement

Name of Resident: _____ WID #: _____

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Name of Resident: _____ WID #: _____

Apartment Number:

Building: _____ Apartment: _____ Number of Rooms: _____

Name of Spouse and/or Dependent Child:

Name of Spouse: _____ ID #: _____

Name of Dependent Child: _____ Birth Date: _____

Name of Dependent Child: _____ Birth Date: _____

Length of Agreement

Kansas State University agrees the above-named resident(s) may use an apartment located in the Jardine Apartment Complex, Manhattan, Kansas, as a residence.

This agreement shall be for the period **beginning** _____ (or date of initial occupancy) and **ending June 30, 2010**, subject to the following terms and conditions:

Eligibility

Jardine Apartments are residences for Kansas State University students who:

- are married, with or without children.
- are single parents with primary custody or regular visitation of children.
- are single undergraduate students enrolled in their second year or subsequent year at Kansas State University or transferring from another institution of higher education with at least thirty (30) hours earned credit hours.
- are single nontraditional students (at least 25 years old).
- are single graduate students.
- are persons conducting postdoctoral research.
- are visiting scholars.

The above-named resident(s) must be enrolled for a minimum of twelve (12) undergraduate or six (6) graduate credit hours each semester.

The above-named resident(s) must present proof of eligibility for residence in Jardine Apartments. Documentation must be provided for a spouse (a marriage certificate) and/or dependent child (custody paper(s) or child birth certificate(s)). It is the responsibility of the resident to have any documentation translated into English.

Only roommates of the same gender are permitted for single residents.

Guests are permitted to stay for two (2) weeks and must be registered with the Jardine Apartments office. Extended family members (parents, grandparents and other relatives) are limited to no more than two (2) months stay per agreement year and must be registered with the Jardine Apartments office. All resident(s) of an apartment must approve apartment guests.

Use

The apartment is to be used only as a residence by those parties listed on the agreement. Occupants may not operate any business from the residence, including, but not limited to, internet businesses, baby-sitting, music lessons and/or door-to-door selling or solicitation.

Deposit

The resident(s) agrees to pay a deposit of **\$400.00** to be held by the university through the length of this agreement. The amount of the deposit, less charges for cleaning, damages or rent due, will be refunded within eight (8) weeks after termination of this agreement. Any charge in excess of the deposit must be paid at check out. Early cancellation of the agreement will result in forfeiture of the full amount of the deposit.



Payment Plan

The initial agreement payment must be paid by the start date of this agreement as outlined in *Length of Agreement* section. All Housing and Dining Services charges a student incurs, with the exception of the deposit submitted to reserve an apartment, will be charged to the student's university billing account and due as specified. Residents will be billed in equal shares for the residence. Each is jointly and severally liable for the full amount of rent.

Resident(s) may choose from the following payment options:

Plan A: Payment Plan

One payment of \$_____ due with agreement and one payment of \$_____ due December 11, 2009. Payments will be made directly to Housing and Dining Services and may be paid with cash, check, money order or credit card. All prepayment plans not paid to Housing and Dining Services by close of business on December 11, 2009, will be automatically converted to the University Billing Account Plan and due as specified.

_____ _____ _____ _____

Plan B: University Billing Account Plan (ISIS)

Payments are charged to the student's university billing account (iSIS). The first payment of \$_____ will be charged on the student's university billing account and due as specified. The second installment of \$_____ will be assessed on the student's university account by December 11, 2009.

_____ _____ _____ _____
 Month Semester Month Semester Month Semester Month Semester

The university reserves the right to change rental and laundry rates when deemed necessary after thirty (30) days advance notice to the resident(s).

Cancellation Policy

Prior to occupancy, a cancellation fee of \$400.00 will be assessed if the resident cancels this agreement any time after signing the acceptance card. If a resident chooses to cancel the agreement, written notice of cancellation must be submitted to the Jardine Apartments office. Once the agreement has been signed, the terms of the agreement will be enforced.

Sublease/Assignment of Apartment

Residents agree not to sublease this residence during the term of the agreement. If a resident leaves, resident status may be transferred equally among any above-named residents or transferred to an above-named spouse (if meets eligibility requirements) with prior approval of the Jardine Apartments office. Transfer may occur only if the above-named resident is required by necessity or circumstance to leave the residence during the term of the agreement.

Utilities

The resident(s) is responsible for payment of utilities, including electricity, telephone and cable television services. The university provides water, gas, sewer and trash service.

Damages/Cleaning

The resident(s) agrees to be responsible for the cost of cleaning, replacement and repairs of equipment, furniture and/or fixtures on the premises.

Children

Families with more than two (2) children at check in may only occupy a three (3) or four (4) bedroom apartment. The resident(s) is responsible for the supervision of his/her children at all times.

Pets

No pets are allowed. Keeping or harboring cats, dogs, or other animals on the premises is prohibited, except for: (1) fish in a tank not to exceed thirty (30) gallons, and (2) service dogs, as needed, for individuals with impairments with appropriate documentation. This applies to any visitor to the apartment regardless of length of visit.

Waterbeds and Pianos

Waterbeds and pianos are permitted only on the first (ground) floor.

Washers/Dryers/Dishwashers

Clothes washers, clothes dryers and dishwashers (portable or nonportable) are permitted only when the resident(s) is assigned to an apartment where such appliances are provided by Housing and Dining Services.

Keys and Locks

Residents will be charged for a lock change and new keys if a key is lost or not returned at check out. This includes all apartment, laundry facility and mailbox keys.

Residents will be charged for a new keycard if a keycard is lost or not returned at check out.

Vehicles and Parking

All vehicles must have current Kansas State University parking permits and obey all Kansas State University parking regulations.



Alterations

Interior or exterior alterations to the apartment by occupants, including, but not limited to, painting, reconstruction and modification of the plumbing, heating or electrical systems, are prohibited.

Termination

Housing and Dining Services reserves the right to terminate or modify the terms of this agreement when the director of Housing and Dining Services, or an authorized designee of the director, learns the resident or other occupant has been charged with or convicted of a crime or crimes against persons or involving any other conduct that may threaten the safety or security of other residents. Modification of the agreement may include, but is not limited to, moving the resident or other occupant to another university housing facility, and/or restricting access to housing facilities. A resident is given notice and an opportunity to discuss with the director or an authorized designee of the director, and a representative of the Office of Student Life the basis for any proposed modification or termination of this agreement. In the event this agreement is terminated, the resident's payment obligation shall be prorated from the date of termination.

The resident(s) who wants to renew this agreement must participate in the Housing and Dining Services resident space virtual preferencing (RSVP) process. Residents are eligible to enter a summer (June/July) storage agreement, if returning for the following academic year (August-June). Storage agreements must be submitted when the agreement renewal is due.

The resident(s) who wants to vacate prior to or at the conclusion of the fall semester must give a written sixty (60) days notice and will forfeit their deposit due to early cancellation. Failure to provide this notice will result in a penalty equal to sixty (60) days rent and deposit forfeiture. The resident will be responsible for 100% of the rent through the end of December.

Residents graduating at semester or participating in an academic program (student teaching, internship, cooperative study or study abroad) may terminate this agreement at the end of the fall semester without penalty if they have provided sixty (60) days written notice and proof of graduation or academic program participation. The student will be responsible for 100% of the rent through the end of December.

If a resident(s) vacates early, all resident(s) are still liable for payment of the full amount of the apartment rental rate, but the remaining eligible residents may designate a new eligible resident(s) to replace the vacating resident(s). The new resident(s) must be mutually agreeable to the remaining above-named resident(s) and to the Jardine Apartments office. If approved, such new resident(s) may replace the vacating resident(s) on the agreement via a signed addendum.

The university may terminate this agreement without advance notice if the resident(s) is in violation of any provision of this agreement, federal, state, or local laws, university policies or rules, and/or Housing and Dining Services regulations.

All provisions contained in *The Jardine Apartments Handbook* are made a part of this agreement and are incorporated herein by reference.

Right of Entry

Authorized personnel may enter the apartment without resident(s) consent in case of emergency, to make periodical health or safety checks, routine maintenance, and for scheduled pest control inspections and treatment.

Health, Safety and Aesthetic Standards

Residents are responsible for ensuring that a basic level of health, safety and aesthetic standards are maintained as determined by the Jardine Apartments office and a local pest control agent.

Abandoned Property

The university may dispose of abandoned property after thirty (30) days.

Liability

In consideration of being permitted to use the premises, the undersigned agrees to waive any claims, including claims for negligence, against the State of Kansas, Kansas State University, Housing and Dining Services, and their employees or agents for loss of property or for personal injury to the resident(s) or his or her family or guests arising from use of the premises. Students are encouraged to carry their own health and personal property insurance.

Relocation

Housing and Dining Services retains the right to relocate residents to another housing facility for reasons including, but not limited to, health and safety concerns, paint concerns, noise violations and renovations.

Account Information Release

In compliance with provisions of federal law, Housing and Dining Services cannot release information contained in education records, including information on records pertaining to a student's housing account, without specific written consent from the student. This release authorizes Housing and Dining Services to discuss the student's housing account only with the individuals listed. Changes must be received in writing before inquires from other persons are answered.



Account Information Release (cont.)

I hereby consent to the disclosure of information contained in housing account records to those individuals listed for the purpose of responding to inquiries concerning my account. This consent is valid for the duration of the agreement.

Resident's Name (please print): _____ Resident's Signature: _____

Resident's Name (please print): _____ Resident's Signature: _____

Resident's Name (please print): _____ Resident's Signature: _____

Resident's Name (please print): _____ Resident's Signature: _____

Please print names of individuals, other than resident, authorized to receive housing account information on addendum.

Disclosure of Information on Lead-Based Paint

Lead Warning Statement:

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure:

(a) Some of the paint supplied to state agencies by the prison system until 1989 may have contained lead. The university was required to use this paint. Consequently, the presence of lead-based paint and/or lead-based paint hazards have been found in some areas that have been tested. The suspected areas tend to be in the painted trim and metal.

Lessor's Action Plan:

(b) If the lessee (resident) has peeling paint within his/her apartment, please go the Jardine Apartments office and complete a work order. Housing and Dining Services Facilities Management staff will enter the apartment and remove the peeling paint and encapsulate the remaining affected area. The entire apartment will not be painted at that time.

Lessee's (Resident) Acknowledgment (initial):

(c) Lessee has received copies of all information listed above.

_____ _____ _____ _____

(d) Lessee has received the pamphlet, *Protect Your Family from Lead in Your Home (lessor has posted online)*, and *The Jardine Apartments Handbook*. Lessee has reviewed both documents online and/or requested and received paper copies and reviewed them in paper form.

_____ _____ _____ _____

Agent's Acknowledgment (initial):

(e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C.4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the above information and, by signing below, certify to the best of their knowledge the information they have provided is true and accurate.

By signing below, the resident(s) acknowledge and agree that they have read the terms and conditions of this agreement and they agree to be bound by these terms. By signing below, the resident(s) also certifies he/she/they meet(s) all housing eligibility requirements.

Signature of Resident: _____ Date: _____

Signature of Resident: _____ Date: _____

Signature of Resident: _____ Date: _____

Signature of Resident: _____ Date: _____

Signature of Spouse: _____ Date: _____

Signature of K-State Housing and Dining Services Representative: Stephanie J. Bannister Date: _____