

SMU Apartment Contract 2007-2008

Only SMU students and Faculty/Staff are eligible to live in SMU-owned apartments.

Contract Signers:

- | | |
|----|----|
| 1. | 3. |
| 2. | 4. |

Other Occupants (spouses and children only): _____
Relationship to Contract Signer: _____

Residents

This Contract is between the contract signers (hereafter called Residents) and Southern Methodist University (SMU). The Resident(s) will occupy _____; Dallas, TX 75205 for the Term set forth below. All Residents (unless specified as a spouse or a minor child occupant) must be classified (referred to as "affiliated" in this Contract), as student, staff or faculty of Southern Methodist University during the Contract term.

Contract Term

The Term of occupancy will begin on _____ and end on May 31, 2008, provided all Residents have signed the Contract. The apartment may be used for residential purposes only and may not be used for other purposes such as storage or place of business. A Minimum of 60 days prior to the end of the contract period, residents must either renew the Contract with the University OR declare by written notice intent to vacate at the end of contract period. Failure to provide a 60 day written notice or failure to move out by the end of 60-day notice period may result in a \$250 penalty.

Rent, Security Deposit and Late Fees

Rent for this apartment is \$ _____ per month. Rent is due on the first day of each month without demand. Rent, Security Deposit and Late Fees must be in the form of a check or money order made payable to SMU. Cash will not be accepted.

Rent is payable at the SMU Apartment Leasing Office in Boaz Hall 101 or may be mailed to RLSH, Southern Methodist University, PO Box 750215, Dallas, Texas 75275-0215. Rent may also be paid at the 24-hour drop box at the SMU Apartment Maintenance Office, 2812 Binkley #115.

The prorated rent for the first month is \$ _____ and must be paid on the first date of the Contract Term.

As a reminder, the first full rent payment is due _____.

Late fees: Rent is considered late if not paid in full by the close of business on the fifth day of the month. If rent is not paid in full by 5pm on the 5th day of the month, an initial late payment of \$25 will be due plus a charge of \$10 per day for every additional day after that until the 20th day of the month. Rent payments made after the month's 5th day must include the appropriate late fee. If rent is not paid after the 20th, Residents may be evicted.

Security Deposit: The Security Deposit for this apartment is \$ _____ and must be paid on the first date of Contract Term.

Upon move-out, the security deposit will be refunded less any monies owed to the University, including any money owed to the student account. Residents must give a forwarding address to RLSH Staff with the move-out notice in order for a refund check to be issued. Refunds will be issued within 60 days after the apartment is vacated by all Residents. Any available security deposits will be divided and refunded equally between current lease signers at the time of move-out. Special provisions apply, regarding the Security Deposit, when an original signer to this Contract moves out during the Contract Term and/or a new Resident, who has not signed this Contract, moves in during the Contract Term, requiring an amendment of this Contract. Please see the section on "Replacements" below.

Utilities

SMU will pay for the following items, if checked: water, gas, electricity, and trash. Residents are responsible for paying all other utilities during the entire term of the Contract.

Establishing utility accounts: If the electricity and/or gas is not included, Residents should contact the electric company 5 business days before the beginning of the Contract Term to establish an account. The University electric provider of choice is TXU. Residents may choose their own provider within established state guidelines. (If Residents choose another electrical provider, they must notify SMU in writing and pay all switching costs, including switching back to TXU when they vacate the apartment). Residents interested in this option may contact the RLSH Office for details.

Fiscal Responsibility

Payment for Rent, Security Deposit, damages, cleaning charges, lock-out and re-keying charges, late fees, fees for returned checks, and any breach of contract penalty is the responsibility of Resident(s). All Resident(s) are jointly and severally liable for any charges incurred. In addition, Residents who fail to transfer utilities to an account in their name will be held responsible for the cost of utility service during the term of occupancy. Payment of all sums is an independent covenant. Money received will be applied first to any unpaid obligations, then to rent, regardless of notations on checks or money orders and regardless of when the obligation arose. All sums other than rent are due upon owner's demand.

All check payments that are returned with Insufficient Funds (marked NSF, Account Closed, etc.) will subject the Resident(s) to a \$25.00 NSF fee per check and accrued late fees. All payments hereinafter must be submitted in Certified Funds (money order or cashiers check only) for 6 months. Payments made with a personal check will be returned to the Residents. Additional late fees will accrue until full payment is received in Certified Funds.

Default

SMU may assess all attorneys' fees and other reasonable collection costs for collection of rent owed.

Move out:

At the end of the Contract: Residents must provide written notice of intent to vacate at least 60 days before the end of the Contract Term. Residents must comply with the Move Out and Cleaning Instructions (available at RLSH or the Apartment Maintenance office). Residents may not use their Security Deposit for rent. After the Residents have completely vacated the apartment, Residents must return their keys to the SMU Apartment Maintenance Office. Apartments will be inspected for damage after apartment is vacant. Damages and cleaning beyond normal wear and tear will be charged to the Residents.

The following events are **Events of Default of the Contract:**

- a. If the Resident occupies the apartment alone and leaves the University (no longer enrolled or employed), the resident must give 60 days written notice of intent to move out. Resident will be responsible for rent charges to the end of that 60-day notice period and will forfeit the security deposit. Resident will also be responsible for any damage and/or cleaning charges
- b. If the Resident occupies the apartment alone, but remains affiliated (enrolled or employed) with the University, Resident will be held responsible for remainder of the Contract Term and all rent, damages and any other monies due.
- c. If any Resident occupying an apartment with two or more roommates moves out during the term of the Contract and remains affiliated with the University, that Resident will remain responsible for rent for the remainder of the Contract.
- d. If the apartment is occupied by two or more Residents, and one Resident leaves the University (is no longer enrolled or employed), that Resident must give 60 day notice in writing to both RLSH and the remaining roommate(s). The departing Resident will be held responsible for paying rent **through the end of that 60 day notice period OR through the end of the semester, whichever is longer.** After that period or the last date of the semester, the remaining Resident roommate(s) will be responsible for the monthly rent. (For the purpose of this section, the end of the semesters are defined as follows: fall semester, December 31; spring semester, May 31; summer semester, July 31.)

Replacements and Subletting

Replacements: A roommate may be added to or removed from the Contract with the written approval of all current Residents and SMU. Residents must meet with RLSH staff to amend the Contract by addition and/or removal of a Resident. In cases where a Resident is departing, the Resident will no longer have a right to occupy the apartment.

If a new roommate is added, the new roommate must pay to the departing roommate whatever portion of the Security Deposit is due to the departing roommate on the date the Contract is amended. Any Security Deposit due to the departing roommate must be negotiated between the residents by the date upon which the Contract is amended. SMU will not refund any portion of the Security Deposit to the departing roommate at the time this Contract is amended under this provision.

Subletting: Subletting is not permitted.

Right of Entry

The University reserves the right to enter its Apartments at times convenient for purposes of inspection, administrative searches, verification of occupancy, policy enforcement, safety, health, maintenance, and to reclaim University property. The University may also enter the apartment to remove or re-key unauthorized security devices and to remove unauthorized animals. The apartment may also be entered whenever a Resident permanently vacates.

Care of Apartment

Residents are responsible for the condition and cleanliness of the apartment. Maintenance needs must be reported in a timely manner. Damages caused by a failure to report maintenance needs may be charged to the Residents. Residents may not make alterations to the apartment unless prior written approval is granted by the Apartment Maintenance office. Examples of alterations include but are not limited to: painting, wallpapering, carpeting, attaching shelving to the wall, changing faucets, installing ceiling fans or electrical dimmers, installing additional cable outlets, phone outlets or satellite dishes. A reasonable number of small holes to hang pictures is acceptable.

Damages & Cleaning

Upon move-in, Residents will be given an Apartment Condition Report. Residents must note condition of apartment and return the report within 48 hours after moving in. Items not listed in the report will be assumed to be in good working order. The report will be used at move-out to determine damages. At move-out, the apartment is expected to be clean and in working order. Cleaning charges, and damages beyond normal wear and tear will be charged to the Resident(s). A list of typical damage and cleaning charges is available upon request.

Maintenance

Maintenance is handled by the SMU Apartment maintenance staff. All maintenance problems must be reported promptly to avoid property damage and to avoid possible safety risks. Residents may not have outside contractors or repair personnel perform repairs or other work in the apartments. Additional information is available on the Maintenance Information sheet and includes instructions for emergency and after-hours repairs.

In the case of a dispute over maintenance charges, Residents may not withhold rent. Residents should submit their concern in writing to the RLSH Associate Director for Facilities.

Resident Initials: _____

University Representative Initials: _____

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Termination and Eviction

With reasonable notice and for good cause, the University reserves the right to terminate this Contract. Any termination by the University will be made by the Director of Residence Life & Student Housing or the Dean of Student Life. Good cause in this section means any conduct which disrupts the orderly administration and/or function of the University. Good cause may include the following:

1. Failure to pay rent
2. Violation of federal, state or local laws
3. If student Resident is found responsible for University student (Resident) conduct violation
4. Violation of Contract and/or policies & regulations of the SMU Apartments
5. Abandonment of apartment
6. If an Employee is terminated

Reasonable notice normally will not exceed 72 hours. Termination of this Contract by the University will result in rent being due for the remainder of the Contract, forfeiture of the security deposit and payment of applicable damages and/or other charges. Resident(s) will lose the right to occupy the apartment.

Keys

Residents are responsible for the keys issued to them for the apartment, including mailbox and laundry room keys. Residents may not change the locks on their apartment. If a key is lost or misplaced, Residents must notify the SMU Apartment Maintenance office immediately in order for the locks to be changed. The Resident may be charged for the lock change. Broken keys should be taken to the Maintenance Office for replacement. Failure to return keys at move out will result in charge to re-key the locks.

Security devices

Texas law requires that, when requested, Residents be provided the following at no cost when the Contract Term begins:

1. A window latch on each window
2. A door viewer (peephole) on each exterior door
3. On sliding glass doors: A pin-lock and either a door handle latch or a security bar
4. A keyless bolting device on each exterior door (keyless deadbolt)
5. Either a keyed doorknob lock or a keyed deadbolt lock on one entry door

Also, as required by Texas law, keyed locks will be re-keyed after prior Resident moves out. The re-keying will be done either prior to new Resident move-in or within 7 days after new Resident moves in.

Residents should be sure to inspect security devices listed above and if not in working order, notify SMU Apartment Maintenance immediately to have the item repaired.

Lead Paint

To fully comply with Federal EPA regulations regarding communication about use of lead-based paint in residential facilities, the following information is provided to all Residents of SMU owned apartments. 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, owners must disclose the presence of known lead-based paint and/or lead based hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention. Owner's disclosure: SMU has no knowledge of lead-based paint and/or lead-based paint hazards in this unit. SMU has no reports or records pertaining to lead-based paint hazards in this unit.

Policies and Regulations

All Residents of University owned apartments are subject to federal, state and local laws as well as University policy and the SMU Student Code of Conduct (for student Residents). Some of those policies are highlighted here. The complete SMU Apartment Community Policies is made part of this Contract by reference and is provided to all Residents at contract signing. Some important policies are as follows:

1. Noise must be kept to a low level so as not to disturb others or bother neighbors. If you have a noise complaint, please contact your neighbor first. You may also call the SMU Police Department and/or the leasing office.
2. Halogen lamps and candles are prohibited in the apartment.
3. Water beds and other water furniture are not permitted.
4. Large electrical appliances such as washing machines, dishwashers and freezers are not permitted unless installed previously by the University.
5. All pets other than fish are prohibited. Fish are allowed in a properly maintained aquarium of no more than 20 gallons. Feeding stray animals (cats, squirrels, dogs) is prohibited.
6. Weapons of any kind are strictly prohibited on the SMU campus and SMU Apartments. Violators will be prosecuted to the fullest extent of the law.
7. Barbecue grills must be at least 10 feet from all buildings and roof overhangs.
8. Balconies, sidewalks, and entries must be kept clear.
9. All trash must be properly disposed of in the dumpsters provided. Trash must not be set beside the dumpster or outside your apartment door. Residents will be charged \$25.00 per bag/item removed.
10. Do not remove screens from windows and do not throw any objects out of the windows.
11. Children should be supervised at all times and must not be allowed to play in the street or parking areas. Please refer to the SMU Apartment Community Policies for further information.
12. Laundry rooms are for the use of SMU Apartment Residents only. Report any problems or repairs to the SMU Apartment Maintenance office.
13. Resident parking is managed by the SMU Police Department. Residents must purchase a parking permit from Park and Pony in order to park in SMU Apartment-area parking.
14. Residents are responsible for the behavior and actions of their guests.

Resident Initials: _____

University Representative Initials: _____

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15. Cohabitation by unrelated male and female roommates is prohibited.
16. Only the Resident(s) and occupants listed on this Contract may occupy the apartment.
17. Guests are permitted for no more than 7 days per month.
18. When there is a change in the occupancy of an apartment (i.e., new roommate or replacement roommate), all Residents must meet with RLSH Staff to change the Contract.
19. Only original contract signers may renew the Contract for this apartment.

Safety

SMU is not responsible for personal losses to due to theft, fire or water damage. For this reason, we strongly urge you to obtain renters insurance for your personal belongings. If you own an automobile, you should have adequate coverage against loss and vandalism.

All apartments are provided with at least one smoke detector in good working order at the time of move-in. Residents are responsible for testing smoke detectors once a month. Any defects or malfunctions should be reported immediately to SMU Apartment Maintenance for repair.

No security system is failsafe. Even the best system can't prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.

I agree to abide by the Terms and Conditions of this Contract by my signature on this date.

Attachments:

SMU Apartments Community Policies 2007-2008

Move Out/Cleaning Instructions

Lead Paint Hazard Information

Other _____

Signatures

Signature _____

Date: _____

Printed Name _____

SMU Affiliation: _____

Signature _____

Date: _____

Printed Name _____

SMU Affiliation: _____

Signature _____

Date: _____

Printed Name _____

SMU Affiliation: _____

Signature _____

Date: _____

Printed Name _____

SMU Affiliation: _____

University Representative Signature

Date